

TEEN CHOICES 3, PROJECT #AL10111
Every 15 Minutes (E15M) Program
Contract Request Information

Each E15M program **must** have an approved Short Form Contract, Std. 210, in place prior to the contract start date. The agreement term is normally from the 1st of the month prior to the E15M program to the end of the month after the E15M program. For instance, if the E15M program is April 10-11, 2010, the agreement term would be from March 1, 2010 through May 31, 2010. This means the Std. 210 must be finalized (signed by all parties) prior to March 1, 2010. All invoices/receipts must be dated within the agreement term dates.

In order to initiate a contract request for a reimbursable mini-grant, the following information should be provided via the local CHP Public Information Officer to Debbie Baender, E15M Program Coordinator:

- School/Contractor Name
(The reimbursement check will be made out to the contractor, whether it's a school, local law enforcement agency, community organization, etc.)
- School/Contractor Address
- School/Contractor Phone Number
- School/Contractor Contact Name and Title
- School/Contractor Federal Taxpayer ID Number
- Dates of the Program

Note: Each E15M program is eligible for reimbursement of up to a maximum of \$9,999.99 in allowable costs. The attached explains costs generally eligible for reimbursement and costs which are not eligible for reimbursement.

Additionally, the grant does not require student/parent pre- and post-test surveys and evaluations to be completed.

A CD which includes the E15M Fact Sheet, Procedural Manual, Heart Beat Flat Line audio file, required logos, and forms will be sent to the contractor with their contract. This information is also available on the CHP Internet website at www.chp.ca.gov. Additionally, the contract language which will accompany the contract is contained in this document. This will allow the contractor to know ahead of time what is required.

EVERY 15 MINUTES PROGRAM MINI-GRANTS

COSTS GENERALLY ELIGIBLE FOR REIMBURSEMENT

- Promotional items bearing the standard Every 15 Minutes “heartbeat” logo, **and** the following organizations listed in precedence order by name or logo:
 - California Highway Patrol
 - Office of Traffic Safety
- Items including the above logos such as, but not limited to; key chains, dog tags, rulers, pencils, balloons, banners, coffee cups, posters, bumper stickers, tee-shirts, sweatshirts, hats, stationery, and exhibits.
- Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to; film, video tapes, stamps, paper, printing, reproduction, **rental** of sound/audio/video equipment and materials required to produce items, such as videos, obituaries, headstones, and other related items.
- The cost for motivational speakers.
- If necessary, lodging costs at the prevailing state rate pertaining to the location of the retreat lodging, plus taxes, and transportation (buses or vans) for students and adult chaperones attending the overnight retreat.

Note: In order to be eligible for reimbursement, costs incurred and claimed must meet the following criteria:

- Be necessary and reasonable for proper implementation of the program.
- Not result in a profit or other increment to contracting agency.
- Be incurred after the effective date of the contract and on or before the contract termination date.

THE FOLLOWING COSTS ARE NOT ELIGIBLE FOR REIMBURSEMENT

- Food. Meals, coffee, bottled water, or any other beverages, candy, donuts, snacks, or any other food items (such as plates, utensils, or paper products).
- Services. Costs for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains/counselors, or community groups/other agencies as listed in the *Every 15 Minutes* Procedural Manual.

This program is a community based effort, encouraging members of the community to volunteer time, service, and resources for the common goal of educating teenagers.

- Entertainment. Costs of amusement, social activities, and any costs directly associated with such costs (such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
- Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
- Cost of overnight or courier mail service.
- Contributions and donations, including cash, property, and services to others, regardless of the recipient.
- Cost of fund raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the E15M program video/DVD) or obtain contributions.
- Scholarships.
- Contest prizes, i.e.; cash and/or gift certificates.
- Salary and/or overtime, i.e.; substitute teacher(s).

**Contract Language Which Will Accompany the
Short Form Contract, Std. 210, for an Every 15 Minutes Program**

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others.
2. Payment shall be made from funds appropriated to the California Highway Patrol and subject to the fiscal procedures of the State of California. **The maximum amount payable under this contract shall not exceed nine thousand, nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99).**
3. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.
4. **For the purposes of this specific contract,** Contractor recognizes that funding for the *Every 15 Minutes* program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
5. Contractor shall provide a copy of this contract to its coordinator in order to ensure the terms and conditions of this contract are met.
6. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as noted in the *Every 15 Minutes* Procedural Manual, and work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer), in order to maintain the integrity and consistency of the program. A compact disc (CD) containing the *Every 15 Minutes* Procedural Manual is attached to this contract.
7. A representative from the California Highway Patrol will attempt to attend each meeting (student, parent, and core group committee). In addition, a representative from the California Highway Patrol will attempt to be present to assist the day of the crash, chaperone, and attend the assembly.
8. Contractor agrees to use the following standard language in all press, media, and printed materials: *"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."*

9. Contractor understands the following costs are generally eligible for reimbursement:

- Promotional items bearing the standard *Every 15 Minutes* “heartbeat” logo, **and** the following organizations listed in precedence order by name or logo:
 - California Highway Patrol
 - Office of Traffic Safety

Note: Electronic copies of logos are available upon request.

- Items including the above logos such as, but not limited to; key chains, dog tags, rulers, pencils, balloons, banners, coffee cups, posters, bumper stickers, tee-shirts, sweatshirts, hats, stationery, and exhibits.
 - Materials and supplies necessary to implement the *Every 15 Minutes* program, including but not limited to; film, video tapes, stamps, paper, printing, reproduction, **rental** of sound/audio/video equipment and materials required to produce items, such as videos, obituaries, headstones, and other related items.
 - The cost for motivational speakers.
 - If necessary, lodging costs at the prevailing state rate pertaining to the location of the retreat lodging, plus taxes, and transportation (buses or vans) for students and adult chaperones attending the overnight retreat.
10. Contractor understands in order to be eligible for reimbursement, costs incurred and claimed must meet the following criteria:
- Be necessary and reasonable for proper implementation of the program.
 - Not result in a profit or other increment to contracting agency.
 - Be incurred after the effective date of the contract and on or before the contract termination date.
11. Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, **in writing**, requesting prior approval for an expenditure.
12. Only the costs as denoted above, or approved as provided in Item 11 above, are authorized for reimbursement by the California Highway Patrol to

Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.

13. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
14. Contractor understands the following costs are **not eligible** for reimbursement:

- Food. Meals, coffee, bottled water, or any other beverages, candy, donuts, snacks, or any other food items (such as plates, utensils, or paper products).
- Services. Costs for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, the California Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains/counselors, or community groups/other agencies as listed in the *Every 15 Minutes* Procedural Manual.

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 - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
 - Cost of fund raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the E15M program video/DVD) or obtain contributions.
- Scholarships.
- Contest prizes, i.e.; cash and/or gift certificates.

- Salary and/or overtime, i.e.; substitute teacher(s).
15. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive or violates any other provisions of the contract.
 16. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
 17. Payment of approved reimbursable costs shall be on a one-time basis in arrears. Invoices shall be submitted in duplicate. Payment shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
 18. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed there under, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
 19. If Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, **NO** display of alcoholic beverage brand logos or other brand identification is permitted.
 20. The Contractor shall assign no less than two students of the High School Student Body to program committees for participation in the organization and planning of the *Every 15 Minutes* program at the subject school.
 21. Prior to the scheduled event date, Contractor shall provide to the California Highway Patrol a list of all dignitaries (names, titles, addresses) who are invited to attend the crash and/or assembly.

22. Contractor shall furnish a final report package to the California Highway Patrol within **thirty (30) days** after completion of the *Every 15 Minutes* program. Funding for the Teen Choices 3 grant, Federal Project #AL10111 ends on September 30, 2011. If the reimbursement package is not submitted by July 31, 2011, the agreement may be cancelled and any request for reimbursement may be denied. The reimbursement package shall consist of:

- Agency Contract Claim for Reimbursement (attached).

Note: A cover letter on Contractor's official letterhead must be included.

- Copies of all invoices/receipts (if size of a receipt is less than 8-1/2" x 11", affix to 8-1/2" x 11" paper).
- Additional materials, including but not limited to; a copy of any video/DVD related to the program, copies of newspaper/online articles, samples of promotional items, and program announcements. Electronic pictures of the above listed items are acceptable and encouraged, provided the picture shows the required logos as listed in #9 above.
- A final report consisting of a general overview of the program from planning stages through debriefing and a final conclusion.

The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.

23. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.
24. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
25. Contractor shall not assign or transfer interest in this contract without the **prior** written approval from the California Highway Patrol and the Office of Traffic Safety.

26. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
27. Contractor and any subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Volume II, chapter 6, Exhibit 6, Rev. 6-06, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at www.ots.ca.gov.
28. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each subcontractor for work performed in accordance with the terms of this contract. Replacement or substitution of any subcontractor shall not be permitted without the prior written approval of the California Highway Patrol and Office of Traffic Safety. All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.